

AGREEMENT.

THIS AGREEMENT, made and entered into this 21st, day of November, 1914, among the owners of the right to the use of water from what is known as Twin Lakes, in Twelve Mile Creek Canyon, Sanpete County, parties of the first part, The Mayfield Irrigation Company, party of the second part, and the Gunnison Irrigation Company, party of the third part, WITNESSETH:

That the undersigned, designated as parties of the first part, are and constitute all of the owners of the right to the use of water from said Twin Lakes in Twelve Mile Creek Canyon, which water is taken from the said Twin Lakes into Twelve Mile Creek and diverted at or near the mouth of twelve mile creek canyon into what is known as The New Field Ditch.

That the Mayfield Irrigation Company is also interested in the right to the use of certain waters from said Twelve Mile Creek, and the said Gunnison Irrigation Company is also interested in the right to the use of certain waters from said Twelve Mile Creek.

WHEREFORE, It is hereby stipulated and agreed among the parties hereto;

1- That the parties of the first part are the owners of the right to the use of all of the waters stored between the end of the irrigating season, in any certain year and the commencement of the irrigation season of the next succeeding year, in what is known as Twin Lakes, in Twelve Mile Creek Canyon, in Sanpete County, flowing into the said lakes through the stream that now feeds, and has in the past fed and filled the said Twin Lakes to their present and past holding capacity.

2- It is further stipulated, agreed and understood by and among the parties hereto that the said parties of the first part, after the commencement of each irrigation season, may continue to run into and through the said Twin Lakes, the stream which is the present and past feeder of the said Twin Lakes so long as the said Twin Lakes are ~~empty~~ full, for the purpose of maintaining the said Twin Lakes at their full capacity and keeping up evaporation and seepage therefrom; that the said parties of the first part may so continue to use the said stream for the said purpose up to the time during each and every season that the said parties of the first part may desire to tap and draw waters from the said Twin Lakes, which is a storage reservoir, owned and controlled by the said parties of the first part.

3- That after the parties of the first part, during any season, tap the said Twin Lakes, they may run the ~~storage Reservoir~~ waters into and through Twelve Mile Creek and may take the said waters out at or near the mouth of the said Twelve Mile Creek, less $\frac{1}{16}$ part of the amount of such waters as measured at the said Twin Lakes. This $\frac{1}{16}$ part of said waters it is agreed and understood is to be suffered as a loss by the parties of the first part on account of evaporation and seepage between the said Twin Lakes and the point of diversion, at or near the mouth of Twelve Mile Creek Canyon.

4- It is further stipulated, agreed and understood that in the past certain waters have percolated from the said Twin Lakes and in all probability will continue to percolate from the said Twin Lakes through crevices and seams that cannot be controlled by the owners of the said Reservoir; that

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in consideration of the foregoing covenants herein entered into, the Party of the Third Part, The Gunnison Irrigation Company, and the Party of the Second Part, The Mayfield Irrigation Company, are to have all of such percolating and seepage water, seeping and percolating from the said Twin Lakes, to be divided between them in the same proportions as the other waters flowing and to flow in said creek, are divided.

IN WITNESS WHEREOF, We have hereunto set our hands and seals the day and year first above written.

Edwin S Roseland, Chris Jenson Andrew F Jensen
Merton L Jensen, R F Morrison A A Voeches
Mikel Jenson, Chris Pusberg W F Willardson
Edward C Gunderson Ephraim Leavew F J Christianson Jr
Joseph Willardson Maria F Leavew John M Anderson
Hannah Christiansen Peter H Leavew John M Larson
W Willardson Sarah Ann J Huggins Leavew Leavew
Parties of the first part,

MAYFIELD IRRIGATION COMPANY,
A CORPORATION.

Attest,

By J H Campbell President
Edward J Gunderson Secretary.

GUNNISON IRRIGATION COMPANY,
A CORPORATION.

Attest,

By John M Knighton President.
Joseph Christianson Secretary.

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State of Utah, |
County of Sanpete, | SS.

On this 21 day of January, 1915,
personally appeared before me, Edwin G Roseland Chris Jensen Sarah Ann J Huggentobler
Marten G Jensen R F Denson A A Wooley
Nikkel Jensen Ephraim Colcord F J Christiansen Jr
Edward V Bunderson Chris Panberg H F Willardson
Joseph Willardson Maria St Scov John M Anderson
Johannah Christiansen Peter St Scov John M Larson
H Willardson Andrew G Jensen & Conrad Scov, the signors of the foregoing
Instrument, who duly acknowledged to me that they executed the
same.

Clyde Whitlock Notary Public.

My commission expires Feb 18 1917.

State of Utah, |
County of Sanpete, | SS.

On this 21st day of January 1915, personally
appeared before me, John H. Knibbelle, the President
of the Mayfield Irrigation Company, the signor of the foregoing
Instrument, who duly acknowledged to me that he executed the
same for and on the part of the said Mayfield Irrigation
Company and by virtue of and pursuant to a resolution of
the Board of Directors of the said Mayfield Irrigation
Company.

Clyde Whitlock Notary Public.
My commission expires Feb 18 1917.

State of Utah, |
County of Sanpete, | SS.

On this 3 day of Sept, 1915,
personally appeared before me, John H. Knighton, the President
of the Gunnison Irrigation Company, the signor of the foregoing
Instrument, who duly acknowledged to me that he executed the
same for and on the part of the said Gunnison Irrigation
Company and by virtue of and pursuant to a resolution of
the Board of Directors of the said Gunnison Irrigation
Company.

M D Baumgard Notary Public.
My commission expires April 20, 1919